



STATE OF UTAH CONTRACT

AGENCY CONTRACT
NUMBER:

039230

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

<u>UDOT</u>	<u>810</u>	<u>TOC</u>	referred to as STATE and the following:
Agency Name	Agency Code	Division	
CONTRACTOR: <u>Custom Lighting Services, LLC</u>			LEGAL STATUS OF CONTRACTOR
Name			<u> </u> Sole Proprietor
<u>668 West 9320 South Suite B</u>			<u> </u> Non-Profit Corporation
Address			<u> X </u> For-Profit Corporation
<u>Sandy</u>	<u>UT</u>	<u>84070-6663</u>	<u> </u> Partnership
City	State	Zip Code	<u> </u> Government Agency
<u>Paul Lennox</u>		<u>801-569-9219</u>	
Contact Person		Phone Number	
<u>43-1768898</u>	<u>91840A</u>	<u>28576000550, 28576413943, 28576394300,</u>	
Federal ID#	Vendor Number	<u>28576394240, 28576394160, 28576394101</u>	
		Commodity Code(s)	

2. GENERAL PURPOSE OF CONTRACT:

Requirements contract for Maintenance and Repair of the Freeway Lighting System at various locations throughout the State of Utah for the Department of Transportation. Locations of work will primarily be within the Bountiful City limits, the Murray City limits and the Wendover City limits. Other areas within the State of Utah may be assigned on a limited basis.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid #JG3155
Requisition # 810 36000000149, FY 2003, or the attached pre-approved sole source.

4. CONTRACT PERIOD: Effective date: June 30, 2003. Termination date: June 30, 2005, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any): 3- One Year Options.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of: \$99,999,999.00 for costs authorized by this contract.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Contract Requirements.
ATTACHMENT C: Scope of Work.
ATTACHMENT D: Contract Item Pricing
ATTACHMENT E: Contract Measurement and Payment.
ATTACHMENT F: Special Terms and Conditions.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # JG3155 dated April 24, 2003.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

See Attachment F: 2. Signature Documentation
Contractor's Signature

Contractor's Name

Title

STATE OF UTAH

David K. Miles
David K. Miles, Operations Engineer

D. P. Hino
Division of Purchasing

Division of Finance

Mandy Wilson	801-965-4068	801-965-4073
Agency Contact Person	Telephone Number	Fax Number

ENT'D FEB 24 2005

JUL 27 2005

Revision date: 11/1/2000

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Invitation to Bid



039230

Solicitation Number: JG3155

Due Date: 05/13/03 @ 2:00PM

Date Sent: April 24, 2003

Goods and services to be

MAINTENANCE AND REPAIR OF FREEWAY LIGHTING SYSTEM

Please complete

Company Name CUSTOM LIGHTING SERVICES, LLC		Federal Tax Identification Number 43-1768898	
Ordering Address 668 WEST 9320 SOUTH SUITE B	City SANDY	State UT	Zip Code 84070-6663
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person PAUL LENNOX		
Telephone Number (include area code) (801) 569-9219	Fax Number (include area code) (801) 569-9226		
Company's Internet Web Address	Email Address plennox@clservices.com		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature 		Date 05/20/03	
Type or Print Name BLAINE HALLETT		Position or Title DIVISION MANAGER - ELECTRICAL	

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

Attachment B

Contract Requirements

Maintenance of Freeway Light System

1. Introduction

- 1.1 This contract is for the repair and maintenance of the Freeway Lighting System at various locations for the Utah Department of Transportation (UDOT). The locations for the work are primarily in Murray City, Bountiful City and Wendover City. Other areas may be assigned on a limited basis throughout the State of Utah.

Any work required in Davis, Salt Lake or Tooele counties shall be performed at the unit contract price. The work in other areas of the state shall be done at the unit contract price with an additional hourly travel rate for labor and equipment expenses.

- 1.2 The length of this contract will be for two years with three one-year options. Prior to the addition of an option year, the contractor may submit price changes that may be considered by the Utah Department of Transportation.
- 1.3 The Contractor's electricians shall be licensed journeymen electricians with the State of Utah and shall have experience working with 480 volts.

2 General Information

- 2.1 This contract document is organized into contract requirements, scope of work, summary of contract items, measurement and payment and special terms and conditions.

Attachment B-Contract Requirements contains general instruction to the potential Contractor on what is required to complete the contract package.

Attachment C- Scope of Work contains information to the Contractor about the extent of work to be performed for the contract.

Attachment D- Contract Itemized price listing.

Attachment E- Contract Measurement and Payment details.

Attachment F- Special Terms and Conditions.

Attachment C

SCOPE OF WORK

Maintenance of Freeway Light System

PART 1 GENERAL

- 1.0 Scope of Work for Repair and Maintenance of Freeway Light System
- 1.1 This contract is for the repair and maintenance of the Freeway Lighting System at various locations for the Utah Department of Transportation (UDOT). The locations for the work are primarily Murray City, Bountiful City and Wendover City. Other areas may be assigned on a limited basis throughout the State of Utah. Work performed in Murray City, Bountiful City and Wendover City shall be done at the unit contract price. Any other work required in Davis, Salt Lake or Tooele counties shall be performed at the unit contract price. The work in other areas of the state shall be done at the unit contract price with an additional hourly travel rate for labor and equipment expenses.
- 1.2 The Contractor shall supply labor, materials, tools and equipment to repair and maintain the Freeway Lighting System.
- 1.3 Work shall be ordered by UDOT on an as-needed basis and may include, but not be limited to, the following specifications:
- Repairs to Freeway Lights See UDOT Standard Specification section 16525 Highway Lighting, section 13553 ATMS Conduit, section 13554 Polymer Junction Box, section 03575 Flowable Fill, and related sections. These specifications are found under project development on the UDOT Web site www.udot.utah.gov.
- 1.4 Prior to working in the highway right of way, anticipated lane closures or traffic restrictions should be reported by the Contractor to the Project Manager or Project Inspector for authorization to proceed. The Project Manager has the authority to restrict the contractors work hours to minimize impacts on traffic flow. The Project Manager or Project Inspector shall determine if there will be any restrictions on work hours and shall notify contractor.
- 1.5 Estimated quantities included are for evaluation purposes only. Payment shall be based on actual quantities placed. Any increase or decrease in quantities shall not be grounds for adjusting the unit contract prices.

- 1.6 Coordination
- 1.6.1 *Project Manager*
Joe McBride
2060 South 2760 West
Salt Lake City, Utah 84104-4592
Phone: 801-887-3716
Fax 801-887-3797
E-mail joemcbride@utah.gov
- 1.6.2 *Project Inspector*
Jim Kammeyer
2060 South 2760 West
Salt Lake City, Utah 84104-4592
Phone: 801-887-3784
Fax 801-887-3797
E-mail jimbkammeyer@utah.gov
- 1.7 The contractor shall comply with the policies, procedures and safety standards for traffic control plans and the application of traffic control devices as set forth in the “Manual On Uniform Traffic Control Devices@ (see part 7.1 for reference material) during all work being conducted. Certified flag persons are required. Contractor must have certification of trained traffic control personnel.
- 1.8 UDOT Safety Regulations
Contractor shall continually meet all UDOT work zone and safety requirements including the wearing of protective clothing (hard hats, retro reflective orange and safety-toed shoes). Properly maintained equipment, along with certified and trained operators, are required. This information is found in OSHA CFR196.651 (D).
- 1.9 The Contractor shall abide by UDOT’s Regulations for the Accommodation of Utilities and the Control and Protection of Highway Rights-Of-Way. A copy of the regulation may be obtained at <http://www.dot.utah.gov/esd/Manuals/Utilities/utilities.htm>. The contractor will follow Blue Stake procedures prior to digging.

PART 2 PRODUCTS

- 2.0 Contract items price List (see appendix D)
- 2.1 Measurement and Payment (see appendix E)
Items to be included in each contract price are listed in the measurement and payment appendix.
- 2.2 MATERIALS
- 2.2.1 The Contractor agrees to maintain an adequate supply of standard equipment and materials necessary for the maintenance of UDOT's Freeway Lighting Systems. In cases where the Department has such equipment and materials available, the Department shall request that the Contractor use these Departments furnished Equipment and materials.

PART 3 EXECUTION

- 3.0 INSTALLATION
- 3.1 The contractor shall perform monthly lighting patrols on the following Freeway systems:
 - I-15 South patrol will be from the 7200 South Interchange (mile marker 300) to 3300 South Interchange (mile marker 306) and I-215 South between 300 East and 700 West. Currently there are 41-150 watt HPS, 42- 250 watt HPS, 19 – 400 watt HPS, and 104-1000 watt HPS freeway lights in the Murray City power supply area.
 - I-15 North patrol will be in the vicinity of 500 South Interchange in Bountiful (mile marker 319 to 321). Currently there are 9-150 watt HPS, 39-400 watt HPS and 8- 400 watt MH freeway lights in the Bountiful City power supply area.
 - I-80 from Utah/Nevada state line (mile marker 0) to Wendover Rest Area (mile marker 10). Currently there are 82 – 400 watt HPS freeway lights in the Wells power supply area.

- 3.2 The Contractor shall perform a monthly patrol of the freeway lighting system. The purpose of the patrol is to determine freeway light outages. Each freeway light location shall be inspected monthly. The freeway light system does not have to be driven and reported on in one night.
- 3.2.1 The Contractor shall provide a report on freeway lighting outages to UDOT once per month. The report will contain the results of the individual patrols during the month. Once the project manager or project inspector reviews the report, work orders shall be issued to the contractor to correct the problem(s) that were reported. If during the patrol, the observer sees any problem with the freeway lighting system that could pose a safety problem to the motoring public, a verbal report must be given to the Project Manager. The report will provide the following information to the Project Manager.
- Number and location of freeway lighting outages
- Other problems observed during the patrol
- Dates of the patrol
- Name(s) of person(s) performing the patrol
- Additional work orders may be issued for outages reported from other sources.
- 3.2 Scheduled Work
- The Contractor must begin work within 72 hours of notification by the Project Manager or Project Inspector unless otherwise agreed upon in writing.
- 3.3 UDOT shall furnish to the contractor documents, maps and/or drawings that show and detail specific UDOT Freeway Lighting Systems and units to be served by the contractor.
- 3.4 UDOT, upon thirty (30) days= written notice to the contractor, may add or delete individual light units and/or lighting systems from UDOT's Lighting Systems being serviced by the contractor, and such additions shall be covered under the terms and conditions of this agreement. Said notice of change of facilities by UDOT to the contractor shall describe (a) the change to be made with respect to service and/or maintenance; (b) a description of the light units involved to include the number, size and type of lamps; (c) the date the change becomes effective which shall not be less than thirty (30) days from date of said written notice; and (d) will-include revised drawings.

Part 4 AUTHORIZATION OF WORK

4.0 Authorization Required

4.1 All work shall be authorized by written work orders from the Project Manager or Project Inspector. Project Manager or Project Inspector may request a cost estimate prior to authorizing work or may issue a work order without requiring an estimate. Once a work order is issued, repairs are required within 7 working days, unless otherwise authorized in writing by the Project Manager or Project Inspector.

4.1.1 Upon request of the contractor, an extension of deadlines beyond seven (7) days may be granted by the Project Manager or Project Inspector, in extenuating circumstances such as:

Need to schedule work to avoid impact on traffic

Delay in getting materials not common. (See Section 2.2.1)

Adverse weather conditions

Underground cable breaks

4.2 Work order when estimate not required:
The Project Manager or Project Inspector's signature on the work order will constitute approval to do the work.

4.3 Procedure(s) when Project Manager or Project Inspector requests an estimate:

4.3.1 Upon receipt of a request for an estimate, the contractor shall prepare a written estimate within 7 days. Estimates shall be good-faith estimates of the labor and materials required to complete a work order in a timely manner. Estimates shall be used to ensure understanding between the UDOT and the Contractor.

4.3.2 Estimates shall not be strictly binding to the Contractor if unanticipated construction conditions impact the work. If the Department does not agree with the estimate, the Department shall negotiate the scope of work with the Contractor.

- 4.4 Work Order Inspection and Acceptance:
UDOT shall conduct an inspection upon receiving notice from the Contractor of work order completion. If the work order is satisfactorily completed, the Project Inspection shall constitute the final inspection. UDOT shall provide notification to the Contractor in writing indicating the job number and date the inspection was accepted.
- 4.5 Work Not Accepted:
- 4.5.1 If after an inspection of the work, the Project Inspector finds any work unsatisfactory, the Contractor shall complete corrective action within two (2) working days to rectify the unsatisfactory work.
- 4.5.2 Upon correction of the work, another inspection will be conducted that constitutes the final inspection.
- 4.5.3 Once work has been satisfactorily completed, the Project Inspector shall provide notification to the Contractor in writing indicating the job number and acceptance date of the inspection.

Part 5 PAYMENT PROCEDURES

- 5.0 Invoices
- 5.1 Contractor=s invoices shall be submitted monthly. If the invoice contains more than one work order, the amount of each work order shall be identified separately.
- 5.2 No invoice shall be processed until all pertinent and current documentation is supplied. Invoices shall indicate the following:
- Work-order number (referenced to written estimate and authorization)
- Location and date of the work
- Tabulation of contract pay-item quantities and contract unit prices
- All required documentation as specified within pay-item descriptions
- Contract number

Part 6 AUDITS

6.0 The Department shall conduct regular audits on the cost records of this contract.

Part 7 REFERENCES

7.0 Reference materials

7.1 A copy of the Manual on Uniform Traffic Control Devices, Latest Edition (MUTCD) may be purchased from UDOT=s Traffic and Safety Division.

7.2 A copy of Instruction to Flaggers Handbook may be purchased from UDOT=s Traffic and Safety Division.

7.3 UDOT Standard Specifications may be found under Project Development on UDOT=s Web site at www.udot.utah.gov.

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SCOPE OF WORK

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Joe McBride
2060 South 2760 West
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Phone: 801-887-3716
Fax 801-887-3797
E-mail joemcbride@utah.gov

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Jim Kammeyer
2060 South 2760 West
Salt Lake City, Utah 84104-4592
Phone: 801-887-3784
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- 4.4 Work Order Inspection and Acceptance:
UDOT shall conduct an inspection upon receiving notice from the Contractor of work order completion. If the work order is satisfactorily completed, the Project Inspection shall constitute the final inspection. UDOT shall provide notification to the Contractor in writing indicating the job number and date the inspection was accepted.
- 4.5 Work Not Accepted:
- 4.5.1 If after an inspection of the work, the Project Inspector finds any work unsatisfactory, the Contractor shall complete corrective action within two (2) working days to rectify the unsatisfactory work.
- 4.5.2 Upon correction of the work, another inspection will be conducted that constitutes the final inspection.
- 4.5.3 Once work has been satisfactorily completed, the Project Inspector shall provide notification to the Contractor in writing indicating the job number and acceptance date of the inspection.

Part 5 PAYMENT PROCEDURES

- 5.0 Invoices
- 5.1 Contractor=s invoices shall be submitted monthly. If the invoice contains more than one work order, the amount of each work order shall be identified separately.
- 5.2 No invoice shall be processed until all pertinent and current documentation is supplied. Invoices shall indicate the following:
- Work-order number (referenced to written estimate and authorization)
- Location and date of the work
- Tabulation of contract pay-item quantities and contract unit prices
- All required documentation as specified within pay-item descriptions
- Contract number

Part 6 AUDITS

6.0 The Department shall conduct regular audits on the cost records of this contract.

Part 7 REFERENCES

7.0 Reference materials

7.1 A copy of the Manual on Uniform Traffic Control Devices, Latest Edition (MUTCD) may be purchased from UDOT=s Traffic and Safety Division.

7.2 A copy of Instruction to Flaggers Handbook may be purchased from UDOT=s Traffic and Safety Division.

7.3 UDOT Standard Specifications may be found under Project Development on UDOT=s Web site at www.udot.utah.gov.

Attachment D: Bid Item Pricing
Maintenance of Freeway Light System

Contract Item Number	Contract Item Name	unit	quantity	unit price	extended price
1	Traffic Control for Shoulder Work	Each	5	\$250.00	\$1,250.00
2	Monthly Patrols	Each	12	\$300.00	\$3,600.00
3	Power Doors supplied by State	Each	5	\$102.00	\$600.00
4	2 inch Conduit Trenched in Native Earth at 3 feet cover	LnFt	1000	\$7.00	\$7,000.00
5	3 inch Conduit Trenched in Native Earth at 3 feet cover	LnFt	1000	\$8.00	\$8,000.00
6	4 inch Conduit Trenched in Native Earth at 3 feet cover	LnFt	1000	\$9.00	\$9,000.00
7	2 inch Conduit Bored, Jacked or Drilled	LnFt	100	\$18.00	\$1,800.00
8	3 inch Conduit Bored, Jacked or Drilled	LnFt	100	\$19.00	\$1,900.00
9	4 inch Conduit Bored, Jacked or Drilled	LnFt	100	\$20.00	\$2,000.00
10	2 inch Conduit trenched in Pavement at 3 feet of cover	LnFt	50	\$18.00	\$900.00
11	3 inch Conduit trenched in Pavement at 3 feet of cover	LnFt	50	\$19.00	\$950.00
12	4 inch Conduit trenched in Pavement at 3 feet of cover	LnFt	50	\$20.00	\$1,000.00
13	Repair 2 inch Conduit	Each	100	\$225.00	\$2,250.00
14	Repair 3 inch Conduit	Each	100	\$225.00	\$2,250.00
15	Repair 4 inch Conduit	Each	100	\$225.00	\$2,250.00
16	#00 Conductor to 600 Volt	LnFt	100	\$1.00	\$100.00
17	#2 Conductor to 600 Volt	LnFt	200	\$0.80	\$160.00
18	#4 Conductor to 600 Volt	LnFt	500	\$0.75	\$375.00
19	#6 Conductor to 600 Volt	LnFt	500	\$0.65	\$325.00
20	#10 Conductor to 600 Volt	LnFt	1000	\$0.50	\$500.00
21	# 6 Copper Ground Wire	LnFt	500	\$0.65	\$325.00
22	Copper Ground Rod 8 feet long	Each	5	\$80.00	\$400.00
23	Splice	Each	10	\$68.00	\$680.00
24	Molded Connector and Fuse Holder	Each	10	\$85.00	\$850.00
25	Fuse	Each	10	\$50.00	\$500.00
26	High Mast Luminaire	Each	25	\$1,250.00	\$31,250.00
27	Understructure Luminaire	Each	20	\$1,100.00	\$22,000.00
28	Sign Bridge Luminaire	Each	20	\$1,100.00	\$22,000.00
29	Standard Luminaire supplied by the Contractor	Each	25	\$275.00	\$6,875.00
30	Standard Luminaire supplied by the State	Each	25	\$102.00	\$2,550.00
31	High Pressure Sodium Luminaire Ballasts	Each	5	\$225.00	\$1,125.00
32	Mercury and Metal Halide Luminaire Ballast	Each	5	\$225.00	\$1,125.00
33	Phosphor-coated Mercury (M) Lamp	Each	20	\$85.00	\$1,700.00
34	Phosphor-coated Metal Halide (H) Lamp	Each	20	\$140.00	\$2,800.00
35	Clear High Pressure Sodium (S) Lamp	Each	20	\$85.00	\$1,700.00
36	Service Disconnect Switch	Each	1	\$675.00	\$675.00
37	Photocell	Each	20	\$85.00	\$1,700.00
38	Light Pole 45 feet and below	Each	2	\$950.00	\$1,900.00
39	Light Pole Over 45 feet	Each	2	\$1,050.00	\$2,100.00
40	Salvage	Each	10	\$750.00	\$7,500.00
41	Acceptance Test	Each	25	\$250.00	\$6,250.00
42	Type I Junction Box	Each	2	\$325.00	\$650.00
43	Type II Junction Box	Each	2	\$425.00	\$850.00
44	Type III Junction Box	Each	2	\$650.00	\$1,300.00
45	Hourly Labor Travel Expense anywhere in the State of Utah	Hour	20	\$45.00	\$900.00
46	Hourly Vehicle Travel Expense anywhere in the State of Utah	Hour	40	\$10.00	\$400.00
47	Installation of Light Pole ID Numbers	Per Pole	500	\$10.00	\$5,000.00

Attachment E

MEASUREMENT AND PAYMENT

Maintenance of Freeway Light System

The Department will measure and pay for each contract item as detailed in this section.

Payment is contingent upon acceptance by the Project Manager or Project Inspector.

Contract items are listed as follows:

Contract Item Number	Contract Item Name	Unit of Measurement and Payment
Additional information		

1	Traffic Control for Shoulder Work	Each
<ol style="list-style-type: none"> 1. Traffic Control for work conducted outside of the shoulder shall be the responsibility of the contractor. Traffic control plan will have to be approved by Jim Kammeyer 801-887-8784, 48 hours prior to beginning of work. 2. Traffic Control within the travel way will be provided by UDOT. Contract Jim Kammeyer 801-887-8784 for traffic control. He will need to be contracted 48 hours prior to the need for the traffic control. 		

2	Monthly Patrols	Each
Includes all materials, labor, workmanship, and equipment required to perform a survey of the specified areas of UDOT Highway Lighting System.		
3	Power Doors supplied by State	Each
Includes all labor, workmanship, incidental materials and equipment required to install power doors supplied by the Utah Department of Transportation. Contractor will contact the Project Inspector two working days prior to the picking up of the state supplied power door.		
4	2 inch Conduit Trenched in Native Earth at 3 foot cover	Lineal Feet
Includes all materials, labor, workmanship, and equipment required to install all conduit. Includes all incidental items, such as trenching, backfill, protection of area prior to final layer, warning tape, pull rope, bend sections, couplings, duct seal, bushings, adapters, and all other materials and labor necessary to complete installations. Includes all conduits in trench. See UDOT specification section 16525 Highway Lighting.		
5	3 inch Conduit Trenched in Native Earth at 3 foot cover	Lineal Feet
Includes all materials, labor, workmanship, and equipment required to install all conduit. Includes all incidental items, such as trenching, backfill, protection of area prior to final layer, warning tape, pull rope, bend sections, couplings, duct seal, bushings, adapters, and all other materials and labor necessary to complete installations. Includes all conduits in trench. See UDOT specification section 16525 Highway Lighting.		

6		4 inch Conduit Trenched in Native Earth at 3 foot cover	Lineal Feet
	Includes all materials, labor, workmanship, and equipment required to install all conduit. Includes all incidental items, such as trenching, backfill, protection of area prior to final layer, warning tape, pull rope, bend sections, couplings, duct seal, bushings, adapters, and all other materials and labor necessary to complete installations. Includes all conduits in trench. See UDOT specification section 16525 Highway Lighting.		
7		2 inch Conduit Bored, Jacked or Drilled	Lineal Feet
	Includes all materials, labor, workmanship, and equipment required to install all conduit. Includes all incidental items, boring/drilling equipment, pull rope, bend sections, couplings, duct seal, bushings, adapters, and all other materials and labor necessary to complete installations. Includes all conduits.		
8		3 inch Conduit Bored, Jacked or Drilled	Lineal Feet
	Includes all materials, labor, workmanship, and equipment required to install all conduit. Includes all incidental items, boring/drilling equipment, pull rope, bend sections, couplings, duct seal, bushings, adapters, and all other materials and labor necessary to complete installations. Includes all conduits.		
9		4 inch Conduit Bored, Jacked or Drilled	Lineal Feet
	Includes all materials, labor, workmanship, and equipment required to install all conduit. Includes all incidental items, boring/drilling equipment, pull rope, bend sections, couplings, duct seal, bushings, adapters, and all other materials and labor necessary to complete installations. Includes all conduits.		
10		2 inch Conduit trenched in Pavement at 3 feet of cover	Lineal Feet
	Includes all materials, labor, workmanship, and equipment required to install all conduit. Includes all incidental items, such as trenching, backfill, flowable fill to the bottom of the resurfacing course , resurfacing of road, protection of area prior to final layer, restriping of pavement, warning tape, pull rope, bend sections, couplings, duct seal, bushings, adapters, and all other materials and labor necessary to complete installations. Includes all conduits in trench. See UDOT specification section 16525 Highway Lighting and section 03575 Flowable Fill.		
11		3 inch Conduit trenched in Pavement at 3 feet of cover	Lineal Feet
	Includes all materials, labor, workmanship, and equipment required to install all conduit. Includes all incidental items, such as trenching, backfill, flowable fill to the bottom of the resurfacing course , resurfacing of road, protection of area prior to final layer, restriping of pavement, warning tape, pull rope, bend sections, couplings, duct seal, bushings, adapters, and all other materials and labor necessary to complete installations. Includes all conduits in trench. See UDOT specification section 16525 Highway Lighting and section 03575 Flowable Fill.		
12		4 inch Conduit trenched in Pavement at 3 feet of cover	Lineal Feet
	Includes all materials, labor, workmanship, and equipment required to install all conduit. Includes all incidental items, such as trenching, backfill, flowable fill to the bottom of the resurfacing course , resurfacing of road, protection of area prior to final layer, restriping of pavement, warning tape, pull rope, bend sections, couplings, duct seal, bushings, adapters, and all other materials and labor necessary to complete installations. Includes all conduits in trench. See UDOT specification section 16525 Highway Lighting and section 03575 Flowable Fill.		

13	Repair 2 inch Conduit	Each
	Includes all material, labor, workmanship, and equipment required to repair all conduit. Includes all incidental items, such as trenching, backfill, flowable fill, re-seeding or sod work, all restoration of vegetation, repair or replacement of damaged sprinkler systems, protection of area prior to final layer, warning tape, pull rope, bend sections, couplings, bushings, adapters, and all other material and labor necessary to complete repair. The length that constitutes a Repair 2 inch Conduit will be less than 5 feet.	
14	Repair 3 inch Conduit	Each
	Includes all material, labor, workmanship, and equipment required to repair all conduit. Includes all incidental items, such as trenching, backfill, flowable fill, re-seeding or sod work, all restoration of vegetation, repair or replacement of damaged sprinkler systems, protection of area prior to final layer, warning tape, pull rope, bend sections, couplings, bushings, adapters, and all other material and labor necessary to complete repair. The length that constitutes a Repair 3 inch Conduit will be less than 5 feet.	
15	Repair 4 inch Conduit	Each
	Includes all material, labor, workmanship, and equipment required to repair all conduit. Includes all incidental items, such as trenching, backfill, flowable fill, re-seeding or sod work, all restoration of vegetation, repair or replacement of damaged sprinkler systems, protection of area prior to final layer, warning tape, pull rope, bend sections, couplings, bushings, adapters, and all other material and labor necessary to complete repair. The length that constitutes a Repair 4 inch Conduit will be less than 5 feet.	

16	#00 Conductor to 600 Volt.	Lineal Feet
	Includes all material, labor, workmanship, and equipment required to install wire rated to 600 Volt. See UDOT specification section 16525 Highway Lighting	
17	#2 Conductor to 600 Volt	Lineal Feet
	Includes all material, labor, workmanship, and equipment required to install wire rated to 600 Volt. See UDOT specification section 16525 Highway Lighting	
18	#4 Conductor to 600 Volt	Lineal Feet
	Includes all material, labor, workmanship, and equipment required to install wire rated to 600 Volt. See UDOT specification section 16525 Highway Lighting	
19	#6 Conductor to 600 Volt	Lineal Feet
	Includes all material, labor, workmanship, and equipment required to install wire rated to 600 Volt. See UDOT specification section 16525 Highway Lighting	
20	#10 Conductor to 600 Volt	Lineal Feet
	Includes all material, labor, workmanship, and equipment required to install wire rated to 600 Volt. See UDOT specification section 16525 Highway Lighting	

21	# 6 Copper Ground Wire	Lineal Feet
	Includes all material, labor, workmanship, and equipment required to install ground wire and terminal block. See UDOT specification section 16525 Highway Lighting	
22	Copper Ground Rod 8 feet long	Each
	Includes all material, labor, workmanship, and equipment required to install ground rod, ground clamps, terminal block. See UDOT specification section 16525 Highway Lighting	
23	Splice -	Each
	Includes all material, labor, workmanship, and equipment required to install insulated and water sealed compression splice. See UDOT specification section 16525 Highway Lighting	
24	Molded Connector and Fuse Holder-	Each
	Includes all material, labor, workmanship, and equipment required to install molded connector and fuse holder. See UDOT specification section 16525 Highway Lighting	

25	Fuse	Each
	Includes all material, labor, workmanship, and equipment required to install fuse. See UDOT specification section 16525 Highway Lighting	
26	High Mast Luminaire	Each
	Includes all material, labor, workmanship, and equipment required to install high mast luminaire, cleaning, optimization of light pattern in accordance with the manufactures recommendation, and manufacturer's certification for service hoist operation. See UDOT specification section 16525 Highway Lighting and pole manufacture's specification.	
27	Understructure Luminaire	Each
	Includes all material, labor, workmanship, and equipment required to install understructure luminaire, cleaning, adjust with a level, and adjust for optimal light distribution. See UDOT specification section 16525 Highway Lighting	
28	Sign Bridge Luminaire	Each
	Includes all material, labor, workmanship, and equipment required to install sign bridge luminaire, cleaning, adjust with a level, and adjust for optimal light distribution. See UDOT specification section 16525 Highway Lighting	
29	Standard Luminaire supplied by the Contractor	Each
	Includes all material, labor, workmanship, and equipment required to install Standard luminaire, cleaning, adjust with a level, and adjust for optimal light distribution. <u>Contractor will contact the project inspector to determine if the state will supply the standard luminaries prior to ordering the contractor supplied standard luminaire.</u> See UDOT specification section 16525 Part 2.9.A Highway Lighting	
30	Standard Luminaire supplied by the State	Each
	Includes all labor, workmanship, incidental materials and equipment required to install Standard luminaire supplied by the Utah Department of Transportation, cleaning, adjust with a level, and adjust for optimal light distribution. Contractor will contact the Project Inspector two working days prior to the picking up of the state supplied standard luminaire.	
31	High Pressure Sodium Luminaire Ballasts	Each
	Includes all material, labor, workmanship, and equipment required to the replace or install high pressure sodium ballast. See UDOT specification section 16525 Highway Lighting	
32	Mercury and Metal Halide Luminaire Ballast	Each
	Includes all material, labor, workmanship, and equipment required to the replace or install mercury and metal halide ballast. See UDOT specification section 16525 Highway Lighting	
33	Phosphor-coated Mercury (M) Lamp	Each
	Includes all material, labor, workmanship, and equipment required to the replace or install phosphor coated mercury lamp. See UDOT specification section 16525 Highway Lighting	
34	Phosphor-coated Metal Halide (H) Lamp	Each
	Includes all material, labor, workmanship, and equipment required to the replace or install phosphor coated metal halide lamp. See UDOT specification section 16525 Highway Lighting	
35	Clear High Pressure Sodium (S) Lamp	Each
	Includes all material, labor, workmanship, and equipment required to the replace or install high pressure sodium lamp. See UDOT specification section 16525 Highway Lighting	
36	Service Disconnect Switch	Each
	Includes all material, labor, workmanship, and equipment required to the replace or install service disconnect switch, grounded neutral conductor, fittings, padlock. See UDOT specification section 16525 Highway Lighting	
37	Photocell	Each
	Includes all material, labor, workmanship, and equipment required to the install photocell. See UDOT specification section 16525 Highway Lighting	
38	Light Pole 45 feet and below	Each
	Includes all labor, workmanship, and equipment required to install arm extension, luminaire, accessories, and pole. See UDOT specification section 16525 Highway Lighting	

39	Light Pole Over 45 feet	Each
	Includes all labor, workmanship, and equipment required to install arm extension, luminaire, accessories, and pole. See UDOT specification section 16525 Highway Lighting	
40	Salvage	Each
	Includes all labor, workmanship, and equipment required to disassemble and salvage reusable equipment and transport to a location specified by the project inspector. See UDOT specification section 16525 Highway Lighting	
41	Acceptance Test	Each
	Includes all labor, workmanship, and equipment required to perform acceptance tests. See UDOT specification section 16525 Highway Lighting	
42	Type I Junction Box	Each
	Includes all materials, labor, workmanship, and equipment required to install junction boxes as shown on the plans and details. Includes all incidental items, such as concrete collars around junction boxes , grout, lids, backfill, maintenance markers, duct seal, ground rods, termination kits, removal and disposal of existing boxes, excavation, grading, disposal of surplus materials and all other materials, labor and equipment necessary to complete the installation of junction boxes. See UDOT specification section 13554 Polymer Concrete Junction Box	
43	Type II Junction Box	Each
	Includes all materials, labor, workmanship, and equipment required to install junction boxes as shown on the plans and details. Includes all incidental items, such as concrete collars around junction boxes , grout, lids, backfill, maintenance markers, duct seal, ground rods, termination kits, removal and disposal of existing boxes, excavation, grading, disposal of surplus materials and all other materials, labor and equipment necessary to complete the installation of junction boxes. See UDOT specification section 13554 Polymer Concrete Junction Box	
44	Type III Junction Box	Each
	Includes all materials, labor, workmanship, and equipment required to install junction boxes as shown on the plans and details. Includes all incidental items, such as concrete collars around junction boxes , grout, lids, backfill, maintenance markers, duct seal, ground rods, termination kits, removal and disposal of existing boxes, excavation, grading, disposal of surplus materials and all other materials, labor and equipment necessary to complete the installation of junction boxes. See UDOT specification section 13554 Polymer Concrete Junction Box	
45	Hourly Labor Travel Expense anywhere in the State of Utah	Hour
	Includes all labor costs per worker required to travel to a work location outside of Davis County, Salt Lake County, or Tooele County.	
46	Hourly Vehicle Travel Expense anywhere in the State of Utah	Hour
	Includes all vehicle costs per vehicle required to travel to a work location outside of Davis County, Salt Lake County, or Tooele County.	
47	Installation of Light Pole ID Numbers	Per Pole
	Includes removal of existing pole numbers, all materials, labor, workmanship, and equipment required to install the freeway light pole numbers. See section 16525 UDOT specification Highway Lighting part 2.6.E, and part 3.11.C and standard drawing SL 14 Light Pole Breakaway Base.	

ATTACHMENT F: SPECIAL TERMS AND CONDITIONS

Maintenance of Freeway Lighting System

1. CONTRACT

This is a Requirements contract for a two-year period and 3 one-year options. Prior to the addition of an option year, the contractor may submit price changes that may be considered by the Utah Department of Transportation.

2. CONTRACT ACCEPTANCE

At the time the bid is signed by the Bidder, the signature of that Bidder will be used as a legally binding signature once awarded this contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Contractor for the contract period specified.

3. WAGES

The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.

4. INSURANCE

The Contractor shall maintain, during the life of this contract, complete Owner's Protective Liability Insurance in the following amounts:

Bodily Injury and Property Damage - \$1,000,000 per Occurrence and \$2,000,000 per Aggregate

5. **INVOICING**

THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.

The Contractor shall submit invoices to the
Utah Department of Transportation
Traffic Operation Center
Attn: Joe McBride
2060 South 2760 West
Salt Lake City, Utah 84104

Payment of invoices will be sent via mail.

The State reserves the right to correct invoices.

6. **NON-ASSIGNMENT**

The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

7. **COMPLETE CONTRACT**

This contract is intended by the parties as a final expression of their agreement, and supersedes all prior communications, representations and agreement, oral and written, between the parties with respect to the subject matter contained herein. The parties also intend this contract to be a complete and exclusive statement of the terms of their agreement. This contract may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding on the STATE unless in writing, signed by a duly authorized representative of the STATE.